

- Name of appraiser representing the Jurisdiction
- Name of taxpayer attorney or representative
- Free format notes
- Additional user-defined fields

### Inquiry & Appeals Tracking Related Reports

The major reports of the Inquiry & Appeals Tracking Module include:

- Hearing schedules by Board
- Supporting appraisal documentation for the hearing
- Change Notices to Taxpayers
- Jurisdiction-specific results letters

## Taxpayer Correspondence Management (*i*Respond)

The Taxpayer Correspondence Management Functionality provides a messaging framework to manage customer correspondence and workflow task assignments. Configuration flexibility allows for the management of general email correspondence and/or support specific business process with event driven notification and task queuing.

### Incoming Mail

Filter by:  all  pending  assigned  replied  rejected

#	From	Subject	Division	Unit	Assigned	Received	Status	Locked
170	John Miller	Possessory Interest - IAS				11/02/2003	Replied	
171	Richard Stevens	Question or comment regr	Real Property	Residential		11/02/2003	Replied	
172	Bob Stokes	Exemption - IAS World	Real Property	Residential	richard	11/02/2003	Rejected	
173	Ann Whittle	Question or comment regr	Real Property	Residential	richard	11/02/2003	Assigned	
174	John Smith	Question or comment regr				11/02/2003	Replied	
175	cp	Exemption - IAS World	Real Property	Residential	richard	12/02/2003	Assigned	

**Cancel** **Printed**

Managers can review incoming correspondence and assign items to resources or business units for research and reply. Correspondence is consolidated in a single view that is filtered to present items by action status (pending, assigned, replied, rejected). Implicit record locking ensures that two or more people cannot work on the same item at once.

Included in this functionality are reply templates that allow common inquiries to be answered quickly and consistently. Organizations can author sanctioned responses to common queries that are made available to staff when composing replies. After selecting from a menu of sanctioned responses the email content is automatically drafted. This content can then be sent as is or edited to tailor to the specifics of the inquiry. Mechanisms to log, respond to, and report on events regarding property assessment accounts are also included with this set of functionality. These events, or incidents, can be initiated over-the-counter, by phone, or via the website by property owners, other government agencies, or assessment department processes.

The screenshot shows the iasWorld software interface. At the top, there is a navigation bar with links for MY ACCOUNT, SIGN OUT, HELP, and CONTACT US. Below the navigation bar, the iasWorld logo is displayed, followed by the text "Cole Layer Trumble Company". A horizontal menu bar contains links for Home, Property Records, Maintain, Focus, Analyze, Respond, and Admin. The main content area is titled "Assign/Respond To Email". It shows an email message with the following fields filled in:

- To: Forsythe@ascom.ca
- From: staylor@iasworld.com
- CC: (empty)
- Subject: Exemption

The email body contains the following text:

Dear Mr Jeffrey Forsythe,  
Thank you for taking the time to share your comments.  
It may be helpful to know how sales information is posted on the web site.

Below the email message, there is a "Response Template" table:

ID	Description
1	Privacy Concerns
2	Proposition 13
3	Correction Request
4	Cannot Find Record
5	Site Usability
6	Sales Data Inquiry
7	Tax Bill
8	Positive Feedback

At the bottom left of the email message area, there is a "Back" button.

Taxpayer Correspondence Management delivers exceptional productivity gains and increased customer service by integrating data, processes and messaging in a single, easy to use, web based framework

## Delinquent Tax

### Purpose

The Delinquent Tax module allows the user to administer delinquent accounts. The following features are included in Delinquent Tax:

- Initiate a qualifying parcel on a delinquent contract program.
- Monitor the payment process of the delinquent plan.
- Calculate and apply unapplied penalty and interest charges to selected parcels upon contract default.
- Query all delinquent information.
- Generate delinquent coupons and tax billings for delinquent plans.
- Record delinquent parcels qualifying for bankruptcy.
- Record delinquent parcels in foreclosure.

### Delinquent Payment General Description

#### Payment Contract Inquiry

Payment Contract Inquiry provides the user with an inquiry view of the Contract Plan Maintenance screen.

#### Payment Contract Inquiry by Parcel

Payment Contract Inquiry by Parcel lets the user query a parcel and view all contract plans throughout the history of the parcel.

#### Unapplied Payment Contract Interest Inquiry

An Unapplied Payment Contract Interest Inquiry allows a view of any of the various unapplied interest information for a particular parcel.

#### Payment Contract Plan Maintenance

The Payment Contract Plan Maintenance allows the set-up or modification of a single or multiple parcel payment contract plan through which a property owner can pay an otherwise unmanageable delinquency. Features of the Payment Contract Plan Maintenance include:

- Single or multiple parcel plans
- System-generated contract number
- Automatic delinquent payment information and mailing information pulled in from the current tax information in the Tax screens
- Cycle or monthly payment installment setup
- Automatic installment amount calculation considering first month's payment
- Letter and/or coupon on-demand creation or batch mode
- View of ownership and location address
- Phone numbers
- General notes
- User-maintained default date

- Full history of plan

### **Certified Delinquent Maintenance**

Certified Delinquent Maintenance allows the user to track certified delinquent parcels. Parcels are certified after being unpaid at the conclusion of the current tax year. Certification is done automatically as part of the end-of-year tax and mailing rollover. After all delinquencies have been paid in full, the certified delinquent year is removed.

### **Bankruptcy Maintenance**

The Bankruptcy Maintenance provides the user with the ability to add and modify parcels on bankruptcy. Maintenance provides the ability to enter unlimited parcels for a given case along with separate Proof of Claim (POC) amounts and views of payment information.

Users can also maintain trustee and attorney information along with unlimited history notes that may be crucial to the case.

The balance for each parcel is viewed based on POC payments entered by the collection department. It is critical for these payments to be entered with a payment type of POC in order to be reflected properly.

### **Foreclosure Maintenance**

Foreclosure Maintenance is used to maintain the foreclosure history on parcels with unlimited lien holders and attached history notes.

### **Payment Contract Unapplied Interest Maintenance**

Payment Contract Unapplied Interest Maintenance provides the ability to modify and build interest and penalty charges to be applied in the event a parcel defaults on the contract plan. If the contract plan is not kept current, the user can use Foreclosure Maintenance to share the amounts that will be applied to the delinquency.

This module's Penalty and Interest Program updates this table automatically for delinquent contract plans. This program will also update to apply unapplied interest charges to bankruptcy parcels.

Users can flag individual or ALL charges in this table for a parcel to be applied by the Post Unapplied Interest Charges program. Before flagging the delinquent contract plan, default entries must be made.

### **Delinquent Payment History**

Delinquent Payment History Maintenance builds delinquent billings and also displays payment information for delinquent monitoring. Delinquent Payment History Maintenance is also updated by the Delinquent History Update to insert the billed records, such as first half tax bills, second half tax bills, and monthly coupon billings.

Delinquent Payment History shows the actual net delinquent taxes due on the parcel at the time of the viewing. The detail transaction lines show the contract plan balance that is based on the original contract plan amount entered at the time of the contract initiation.

### **Levy Maintenance**

Levy Maintenance is available to maintain levy information history on a parcel level. It provides unlimited lien holders, history notes, custom data for fees, condemnation, and tax sale information.

Levy Maintenance can hold fees and penalties that are calculated, but not included in the ADJUST table until time of payment. These fees and penalties need to be included for cashiering to determine amounts due.

### **Transfer Maintenance**

Transfer Maintenance compiles information concerning the transfer of tax liens to a private non-governmental source.

Transfer Maintenance records the actual purchaser for the tax year and all contract information. It also documents the amount paid for the transfer and the recording information for the transfer.

### **Delinquent Processing Related Reports**

*Payment Contract List* – This report is a system-generated report containing information such as length of the plan, original contract amount, and status. This can be sorted by the parcel ID.

*Delinquent Collection* – Sorts by date delinquent collections to date for the year.

*Non-Payment for Delinquent Contracts* – Report for payment contracts that have not had a payment made since the specified before date.

*Contract Statistics* – Year to date information for delinquent contracts.

*Unapplied Interest for Voided Contracts* – This report calculates the unapplied interest to-date for contracts that have been voided.

*Delinquent Contract Letter* – Letter outlining the specifics of the delinquent contract to the payer.

*Delinquent Contract Coupons* – This allows the system to generate printable coupons for delinquent contracts. The coupons can be sorted by Contract ID or Parcel range.

*Post Applied Interest/Penalty Calc Charges For Voided Contracts* – Applies interest for voided contracts. Create interest records for flagged parcels or parcels with voided delinquent contracts.

*Delinquent Contract Payment History Update* – Updates monthly amounts billed for delinquent contracts.

## Manufactured Homes \*Not included with this agreement.

### Purpose

The purpose of the Manufactured Homes module is to allow the user to maintain and track manufactured homes valued as either Real Property or Personal Property. The Manufactured Homes module allows maintenance of data that includes:

- Parcel ID of the land parcel where the MH is located and/or Personal Property Account ID.
- The make, model and serial number of the MH
- Inventory data including dimensions and year of manufacture
- Title Number
- Date of purchase by current owner
- Location data including trailer court ID and lot number if applicable

Contained within the Manufactured Homes module are a number of user-defined fields for which the Jurisdiction can define unique data elements to store and maintain.

Major features of the Manufactured Homes module will include:

- Online application processing and printing
- Ability to store both Real and Personal Property manufactured homes
- Retrieval of owner data from existing tables that prevent duplication of data and ensure consistency

### Manufactured Homes General Description

The Manufactured Homes module allows the user to maintain descriptive account information relating to the manufactured homes stored on the database. Manufactured Homes can be valued either as real property or personal property. For Real Property accounts the Manufactured Homes module allows maintenance of data elements in addition to those found in the CAMA Other Building and Yard (OBY) record.

Manufactured Homes records can be tied to a specific card or line number within the dwelling or OBY table. This allows multiple manufactured homes to reside on a single parcel. A lookup is provided that retrieves all current dwelling and OBY entries. The information returned from the lookup includes the table in which the improvement exists (DWELDAT or OBY), Card #, Line # (for OBYs), Style or OBY code, year built, dimensions (for OBYs), area or SFLA, and value. The specific card/line can then be selected and is tied to the Manufactured Home being maintained.

### Manufactured Homes Data Management

#### Manufactured Homes

- Make
- Model
- Year Manufactured
- Length
- Width
- Serial Number
- Title Number

**Owner**

- Name
- Address
- Social Security Number

**Valuation Information**

- Purchase Price
- Real Estate Reduction
- Assessed value
- Homestead Value
- Net Reduced Value
- Original Charge

**Manufactured Homes Related Reports**

*Year To Date Collection* - Unsettled Payments collected to a specified date.

*First and Second Half Delinquent Tax* - This is a listing of parcels (by Summary or Detail) with unpaid balances for the half.

*Tax Bill* -- Listing of current and delinquent charges for owner by the half.

*Tax Abstract* -- District listing of total parcel values and total taxes levied.

*Tax Bill Totals* -- Total taxes billed by district or by cycle for a specified tax year.

*Tax Duplicates* -- Listing of taxes billed by district and charges by parcel for a specified tax year.

*Paid Duplicates* -- This is a listing of payments by parcel for a specified tax year.

*Rollover* -- Year end process of rolling Tax, CAMA and AA information forward to the next year.

*Batch Tax Calculation* -- Beginning year process that calculates taxes based on value and district.

*Penalty Calculation* -- Process that calculates penalty on unpaid charges for a given cycle.

## Property Tax Financials \*Not included with this agreement.

### Purpose

The Property Tax Financials module is an automated General Ledger and Accounts Payable system that is integrated with the Tax Billing and Collections module. Its features include:

#### General Ledger Features:

- General Ledger Chart of Accounts structure that includes up to eight user definable segments
- On line General Ledger Chart of Accounts Definition
- On line General Ledger Balance Inquiry at
  - Account Segment
  - Account Summary
  - Posting Detail
- General Ledger Account Maintenance
  - Batch Maintenance
    - Custom Interface from the Property Tax Engine Tax Billing and Collections to custom balance sheet
    - Custom Interface from PCI for miscellaneous transactions outside *iasWorld*. PCI must provide format in Tyler | CLT prescribed format.
    - Pre Posting Balance Sheet
    - End of fiscal year rollover process
  - On line Maintenance
    - Direct transaction posting
    - General Ledger Account number validation
    - Posting date restriction for monthly closeout
    - Transaction balancing before posting

#### Accounts Payable Features:

- On Line Authority Definition for Disbursement Checks
  - Authority Name and Address for check printing
  - Collection commission percentage
  - Collection commission account assignment
- On line Authority Disbursement Check Printing
  - Automatic General Ledger Account Update
- Automated Tax Payer Refund Checks
  - On line
  - Batch
- Void Check Processing

#### Security Features

- Encrypted Security for
  - Account Maintenance
  - Disbursement Check Printing
  - Taxpayer Refund Checks

#### Baseline Financial Reports

- Refund Accounts Payable

- Refund Check Printing – Batch
- Refund Check Printing – Online
- Refund Check Register
- Balance Sheet
- Disbursement Check Printing – Online
- Disbursement Monthly Breakdown
- Disbursement Check Register
- Print Chart of Accounts

## iasWorld Solution An Architectural Overview

### PART I) Relationship to *iasWorld* Enterprise Suite

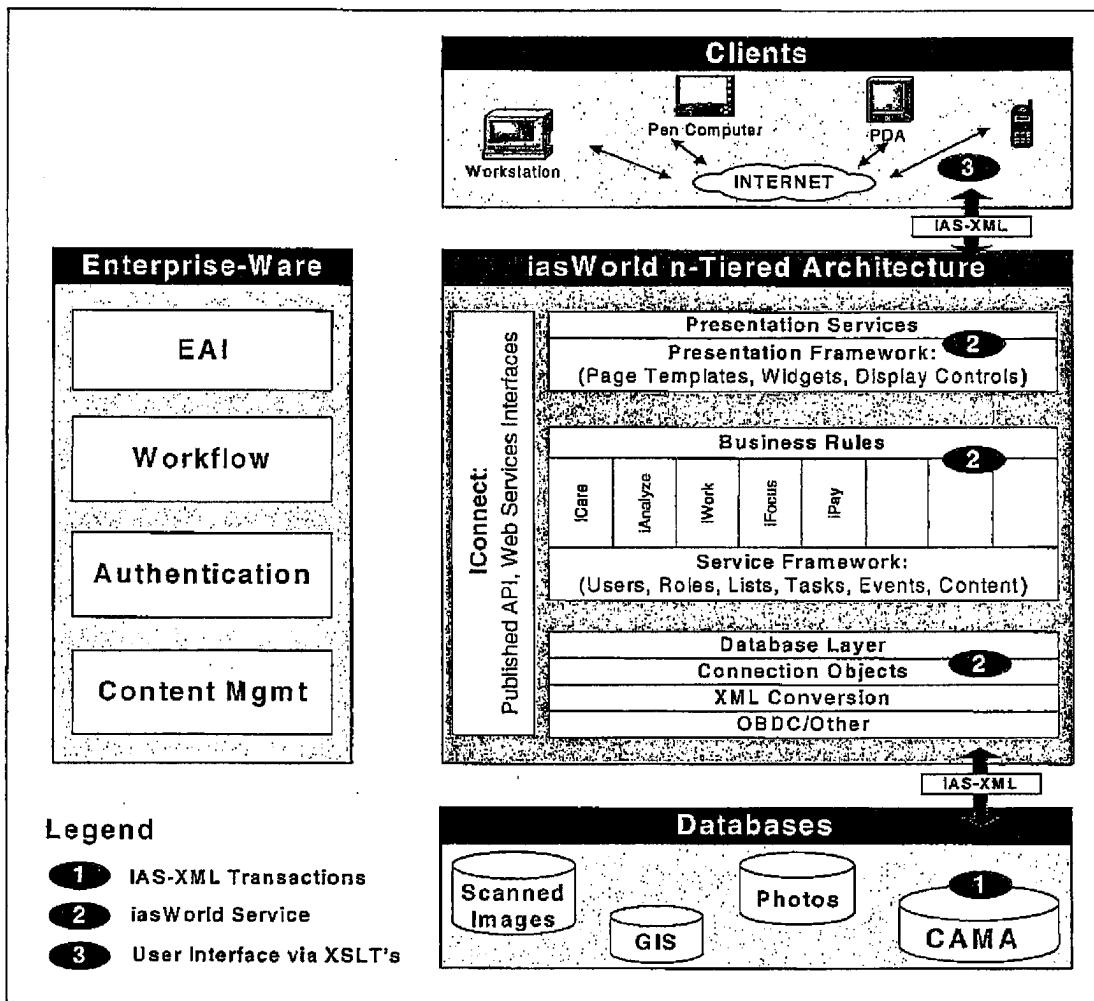


Figure 11 - Relationship to *iasWorld* Framework

The above figure delineates the three main components of the Web Browser based IAS data maintenance solution as it relates to *iasWorld*.

- 1) **XML Transaction Mgr** - The development of XML transaction mgr which creates/accepts *iasWorld* based XML documents and ensures that IAS business/data rules are enforced.
- 2) ***iasWorld* Services** – The solution leverages the *iasWorld* enterprise services framework. Some customization/configuration of *iasWorld* is required to meet the needs of existing IAS users.

3) **XSLT's** – XSLT's transform IAS-XML transaction documents as required into task specific data editing forms. XSLT's are managed by *iasWorld*.

## PART II) Overview of iT-XML Mgr

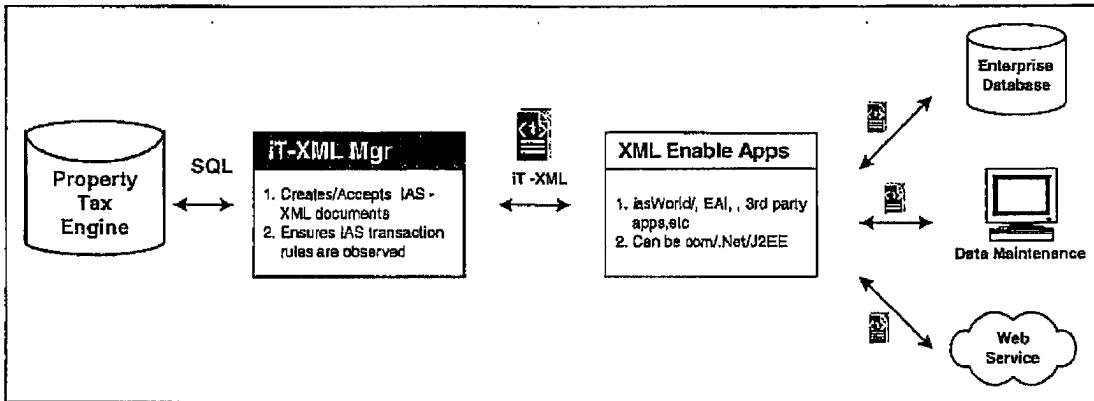
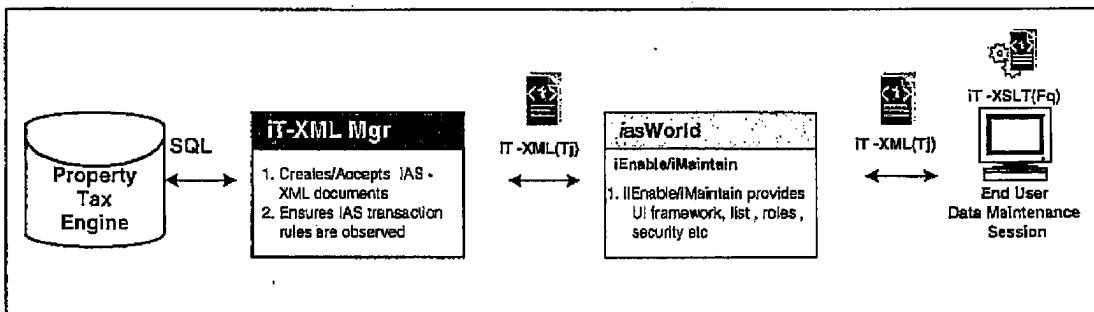


Figure 12 - iT-XML Mgr, A Generic XML Transaction Layer

The above figure illustrates that the iT-XML Mgr is designed to potentially serve as a general purpose transaction layer for *iasWorld*. That is, it could be used as a general purpose interface to other enterprise databases, other enterprise service frameworks, or for the creation of *iasWorld* web services. *iasWorld* transaction XML documents (iT-XML) are created/processed by the iT-XML Mgr. At that point a suitably configured XML Enabled application can exchange information with *iasWorld*.



**Figure 13 - iT-XML Mgr, Facilitating an iMaintain Transaction**

In this figure the main components of an iMaintain transaction are delineated:

- a) the iT-XML manager creates/processes iT-XML documents,
- b) iasWorld provides the iMaintain end user with required business services (e.g. account, roles, authentication, database search, list mgmt, forms mgmt, etc) and
- c) appropriate XSLT's to transform the iT-XML document into a task specific (browser based) edit form.

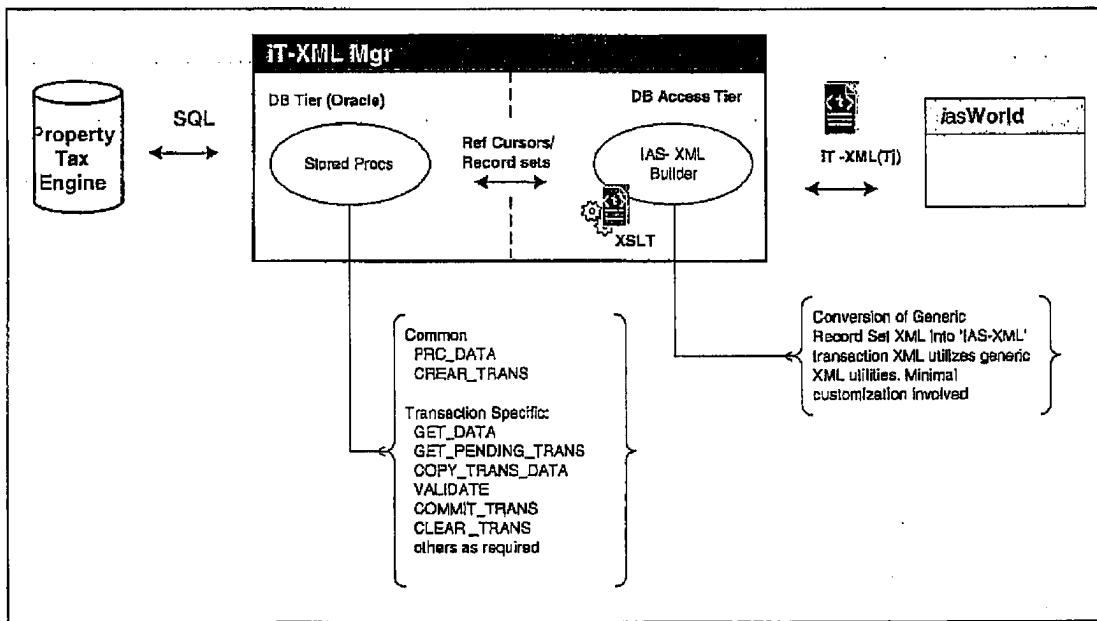


Figure 14 - iT-XML Mgr Internal Components

The above figure highlights the internal components of the iT-XML Mgr:

- Stored Procedures** – The main component is a package of Oracle stored procedures (stored procs) which do the work of interfacing directly with the *iasWorld* Property Tax Engine, processing XML based transactions, and ensuring that the Property Tax Engine data integrity and business rules are enforced.
- IAS-XML Builder** – this component converts the native XML which underlies the database access components into a more useable form (i.e. iT-XML). This component relies on mostly generic XML processing utilities.

The iT-XML Mgr, is general purpose tool, whose input and output is iT-XML transaction documents. Note that the iT-XML Mgr has the option to be implemented as a Web Service which makes the iT-XML Mgr effectively independent of *iasWorld* based services.

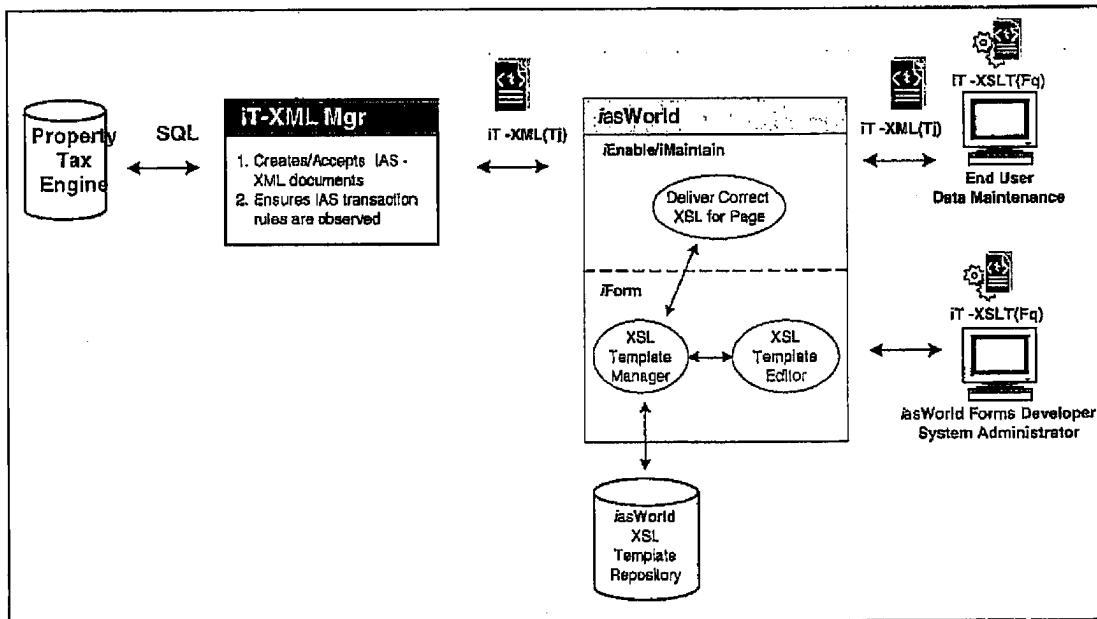


Figure 15 – Role of *iasWorld*'s XSLT Editing and Repository Mgmt Services (*iForm*)

This figure depicts how *iasWorld*'s XSLT editing and repository management services, combine to deliver the *iForm* capability. The XSLT's that are included with generic implementations of *iMaintain* can be created, and edited with off-the-shelf XML tools. However, the *iasWorld* Productivity Tools framework includes services which greatly enhance the usability of the *iasWorld* Property Tax Engine by allowing system administrators to create, modify, and assign to roles XSLT's.

The two *iasWorld* components that make up *iForm* are:

- XSL Template Editor** – This editor allows authorized users to select navigators, insert text, data entry fields, images, maps etc into *iasWorld* data entry forms. This can be done 'in-line' within a browser window without any programming.
- XSL Template Manager** – This refers to the capability of naming, storing, retrieving, versioning and assigning XSLT's that were created/modified in the XSLT Editor. XSLT's are stored in the *iasWorld* database. (i.e. the XSLT repository).

## Conclusion

Choosing a computer system that can handle a Jurisdiction's needs can be complicated.

*iasWorld* brings with it adaptability and the most complete package available in property tax software. This is backed by one of the appraisal industry's most respected names, Tyler | CLT, and the leader in business software, Oracle.

Using an integrated software system such as *iasWorld*, all parcel and tax data can be maintained with one complete database. Many everyday office functions within the Jurisdiction can be performed from the desktop PC. For Jurisdictions switching to an integrated software system, *iasWorld* offers the benefits of flexibility, reliability, comprehensive functionality, and a proven track record.

**EXHIBIT 4 - SOFTWARE LICENSE / SUBLICENSE AGREEMENT**

**A. ORACLE®**

This license is covered under Jefferson County Article of Agreement for *iasWorld* License Agreement dated December 14, 2006.

**B. *iasWorld* Base License Fee**

The following licenses are covered under Jefferson County Article of Agreement for *iasWorld* License Agreement dated December 14, 2006:

- a) Assessment Administration
- b) CAMA
- c) Inquiry & Appeals Tracking
- d) Personal Property
- e) Tax Billing & Collection
- f) Delinquent Tax
- g) Conveyance
- h) *iMaintain*

The *iasWorld* License is a site license for the named modules. This site license is based on the County's current population of 210,387 and parcel count of 130,000.

**Verification of License Terms:** The Contractor reserves the right to conduct on-site reviews at the County site to insure the County is in compliance with the terms and conditions of the *iasWorld* and **ORACLE®** licenses.

**C. Third Party Software**

The following license is covered under Jefferson County Article of Agreement for *iasWorld* License Agreement dated December 14, 2006:

- a) Web Services Framework (*iEnable*)

The Contractor as a pass-through license to the County will supply the following *iasWorld* Productivity Tools software licenses:

- a) Public Access (*iCare*)
- b) Spatial Analysis (*iAnalyze*)
- c) Taxpayer Correspondence Management (*iRespond*)
- d) EDMS Interface (*iDoc*)

D. iasWorld Software Warranty

a. Warranty Support

The Contractor warrants that the *iasWorld* software, when operated on the hardware specified herein, will perform the functions described in the *iasWorld* Baseline System Description.

b. County Modifications

The County shall inform the Contractor in writing of any change to or modification of any of the Contractor's software that it desires to make.

c. Negligence

At any time during the Time for Performance and Completion the Contractor shall not be required to correct any defects in any of the Contractor software caused by the County's negligence, operation of the Contractor's software, or other improper action by the Department operating the Contractor's software installed pursuant to this Agreement.

Should the County fail to install any Amendments supplied by the Contractor, the warranty and the Contractor's obligation shall immediately terminate as regards the functions affected by said Amendments.

d. Disclaimer

The Contractor shall have no liability under the warranty except the correction or avoidance of defects as specified in Article 7 of the Articles of Agreement. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES RELATING TO THE SOFTWARE, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF TITLE, OPERATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. THE CONTRACTOR EXPRESSLY DISCLAIMS AND EXCLUDES ANY SUCH OTHER REPRESENTATIONS AND WARRANTIES. CORRECTION OF DEFECTS BY THE CONTRACTOR IN THE MANNER PROVIDED IN ARTICLE 7 OF THE ARTICLES OF AGREEMENT, SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES TO THE COUNTY IN RESPECT OF ANY DEFECTS IN THE SOFTWARE, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, LOSS OF BUSINESS, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER. REGARDLESS OF ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY. THE CONTRACTOR WARRANTS AND GUARANTEES THE TITLE TO AND THE OWNERSHIP OF ALL MATERIAL AND PROPERTY, INCLUDING A NON-TRANSFERABLE AND NON-EXCLUSIVE LICENSE TO USE ITS PROPRIETARY SOFTWARE, FURNISHED BY THE CONTRACTOR TO THE COUNTY UNDER THE TERMS HEREOF, AND WARRANTS THAT IT IS CAPABLE OF AND SUFFICIENT TO ACCOMPLISH THE TASKS FOR WHICH IT IS SUPPLIED.

***EXHIBIT 5 - HARDWARE CONFIGURATION***

The final hardware requirements will be mutually agreed upon by the County and the Contractor and detailed in the final hardware configuration document as part of the overall planning sessions of Phase 1. The purchase, preparation, installation, and ongoing support of the hardware are County responsibilities.

## **EXHIBIT 6 - ONGOING MAINTENANCE AND SUPPORT**

### **1.0 SERVICES TO BE PROVIDED**

The Contractor will provide to the County in a professional and workmanlike manner technical support for the *iasWorld* software modules identified in Paragraph 3 below.

### **2.0 PERIOD OF SUPPORT**

The period of initial *iasWorld* Support shall begin upon contract signing and continue through February 29, 2008. At the County's option, subsequent support will begin on March 1, 2008 and will be covered under a separate Agreement. The Contractor will notify the County in writing, thirty (30) days prior to the expiration date of the then current support period, extending support for the following year(s) at the then current support rates upon written consent of both parties. The County will acknowledge acceptance of these items in writing to the Contractor.

### **3.0 IAS MAINTENANCE SUPPORT**

For the products itemized below, this maintenance support agreement is for unlimited use licenses based on the County's population and tax parcel count. The support charges for the first years support have been calculated on a County population of 210,387 and 130,000 parcels.

Assessment Administration  
CAMA  
Inquiry & Appeals Tracking  
Personal Property  
Conveyance  
Tax Billing & Collection  
Delinquent Tax  
*i*Maintain  
Web Services Framework (*i*Enable)  
Public Access (*i*Care)  
Spatial Analysis (*i*Analyze)  
Taxpayer Correspondence Management (*i*Respond)  
Electronic Document Management Interface (*i*Doc)

During the maintenance period, the Contractor will design, code, test, document and deliver any amendments or alterations (the "Amendments") to the software that are necessary to correct or avoid any defect in the software which is present at the time of delivery, or is discovered during County usage, and affects performance of the software in accordance with the functions set forth in the system as developed under this Agreement.

The Contractor shall only be responsible to correct defects, which are documented or submitted in writing during the maintenance agreement period. Oral notification or other unwritten complaints will not constitute notice.

#### 4.0 IAS SUPPORT ACTIVITIES

The Contractor shall be available to furnish the County with the following services:

##### 4.1 IAS MAINTENANCE SUPPORT

4.1.1 *Maintenance Support.* The Contractor warrants that the Integrated Assessment System software, plus any State of North Carolina non-site specific software changes and any Jefferson County site-specific changes subsequently added to this group of products called Base System, when operated on the County supplied server, will perform the functions described in the *iasWorld Baseline System Description*.

At any time during the duration of this Agreement as stated in Paragraph 2, Period of Support, of this Exhibit 6, the Contractor shall not be required to correct defects in any of the Contractor software caused by the County's negligence, improper installation or operation of the Contractor's software, or other improper action by the County operating the Contractor's software installed pursuant to the Scope of Services. Modifications to the base software by the County will invalidate the warranty of the module that is changed.

4.1.2. *Periodic Updates.* The Contractor will make available to the County information concerning enhancements it has made to its *iasWorld* Product. The Contractor will send a copy of the new *iasWorld* Property Tax Engine source code to the County, as new releases are made available.

The County will be responsible for installing the new base system on County hardware and executing appropriate tests to ensure that the new base system executes properly on County hardware. The County will also be responsible for making any and all site-specific modifications to the new base system source code that had been included in the prior versions.

4.1.3. *Source Code.* The Contractor agrees to furnish the County with a copy of the *iasWorld* Property Tax Engine source code. The software is proprietary and is provided for the exclusive use of the County. The County cannot provide the software to a third party or parties, or cannot use the software for the benefit of a third party or parties without the prior written approval of the Contractor. The Company will provide the *iTools* (*iEnable*, *iCare*, *iRespond*, *iAnalyze*, *iDoc*) source code in an escrow account.

4.1.4 *IAS Users Group.* For the duration of this Agreement, as stated in Paragraph 2 of this Exhibit, PERIOD OF SUPPORT, the County shall have all voting privileges as defined in the IAS Users Group Bylaws, for each of the installed IAS Modules.

## **APPENDIX A**

### **SCOPE OF SERVICES**

#### **Maintenance**

## Appendix A – Scope of Services

The following outlines the standard support provided by the Tyler Technologies, Inc. | CLT Division (Tyler | CLT) for the following software systems installed on the Jurisdiction's IAS hardware as stated in Exhibit 3, for the time period specified in the Articles of Agreement, Article 3.

System	Module
iasWorld	CAMA
iasWorld	Assessment Administration
iasWorld	Personal Property
iasWorld	Inquiry & Appeals Tracking
iasWorld	Conveyance
iasWorld	Tax Billing & Collection
iasWorld	Delinquent Tax
iasWorld	iMaintain
iasWorld	iEnable
iasWorld	iCare
iasWorld	iRespond
iasWorld	iAnalyze
iasWorld	iDoc

Table 1 – Base System Details

The software systems listed in Table 1 shall be known as the "base system." Any additional support, modifications, or services needed on the system as it is installed at the Jurisdiction site which are not expressly included in this Agreement, are outlined in an additional service level agreement or are provided at time and materials rates. Such additional service level agreements will describe the support services provided by Tyler | CLT subcontractors such as Akanda and Nortech.

Modifications to the IAS code and IAS reports written by Tyler | CLT for a specific County or group of Counties are considered part of the base system and, as such, the terms of this Agreement apply.

### ***1. Terms and Definitions***

The following is a list of common terms used in this Support Agreement:

#### **1.1 Base System**

Tyler | CLT Software, as listed in Table 1 above, running on the County's IAS server listed under Article 5.

#### **1.2 System Error**

An error in the base system that is either a generated error (e.g., error screen) by the base system or lack of response (slow or stuck), or failure of a function as stated in the IAS User Guide (also referred to as "issues" or "bugs"). Note: Slow response time or system failure due to the Jurisdiction's network or lack of System or DB administration is not covered.

1.3 Updates

Unlimited distribution of revisions to the base system source code that fixes errors and (or) includes enhancements that are sent to the County on a system readable media (e.g., tape, CD-ROM, or FTP site), also referred to as “upgrades” or “patches.”

1.4 Maintenance or Maintain

Providing support and updates for the base system only. This does not include performing updates at the County site.

1.5 Dial-Up

The use of any secure connection (via telephone) on the County system from any Tyler | CLT office.

1.6 Coverage Period

The start and end date for the support offered in this Scope of Services and additional services stated in the Articles of Agreement.

1.7 Business Day(s)

The days and hours Tyler | CLT operates, defined as Monday through Friday (excluding holidays) between the hours of 8:00 AM and 5:00 PM ET.

**2. Hot Line Support**

During the coverage period, Tyler | CLT will provide phone support for the base system. This support will provide assistance (via phone or delivered documentation) in determining the root cause of system errors (whether user error, operation related error, or base system software) and the response as outlined in item 2.3 below, subject to item 9 of this Agreement. The Hot Line is also available for questions on normal operation of the base system.

2.1. Hot Line Number

800-487-8326

2.2. Hot Line Hours

The Hot Line is available from 8:00 A.M. to 5:00 P.M., ET, Monday through Friday. Weekend or evening coverage can be arranged with a five (5) day minimum notice. This special coverage could be billed under the conditions stated in Section 10 of this Scope of Service.

2.3. Hot Line Support Considerations

Tyler | CLT shall respond to the County’s request for telephone assistance within one (1) working hour from the initial call.

- Tyler | CLT shall take steps to have the system error fixed, or an appropriate workaround, via phone or dial-up as defined in the following priority matrix:

Priority	Definition	Response	Issue Resolved
Emergency	Software is inoperable for all County users.	Client is contacted within 1 hour.	Within 1 business day or an agreed upon due date and time.
High	Issue affects daily processing or day-to-day functions of the County. Issue affects a large group of County users.	Client is contacted within 1 hour.	Within 2-5 business days or an agreed upon due date.
Other	Issue affects 1 County user and is non-critical to daily processing.	Client is contacted within 1 hour.	Typically 6+ business days from reported problem, or an agreed upon due date.

- If the cause of the problem is related to an item in Section 9 of this Agreement or not an actual bug within the base system, Tyler | CLT will provide an action plan with an estimated cost to resolve the issue within a reasonable amount of time.

### *3. Online Support*

During the coverage period, Tyler | CLT will provide access to the Incident Resolution Information System (IRIS) on the Internet in order for the Jurisdiction to have 24 hour, 7 day access to answers to base system questions and to log base system issues.

#### *3.1. IRIS Access Details*

Details on the use of IRIS are provided in the IRIS Call Center Guide.

#### *3.2. IRIS Support*

IRIS Support can also be reached via email. For more details, please refer to the IRIS Call Center Guide.

### *4. Modification and Change Procedure*

Additional changes to the base system (not directed by local laws) can be requested. These changes shall be submitted in writing to Tyler | CLT and cost estimates will be provided. Once the County agrees to the cost estimate, a separate Contract will be drafted for acceptance by the parties.

### *5. Updates*

Base system updates will be provided to the County by Tyler | CLT during the coverage period.

#### *5.1. IAS Updates*

It is the responsibility of the County to schedule the update(s) and inform Tyler | CLT of any assistance needed. Tyler | CLT will distribute an estimated schedule of when releases and patches will be available. Tyler | CLT will provide assistance in performing such updates, via dial-up connection, during Tyler | CLT's normal business hours. Onsite assistance may be obtained at Time and Materials Rates. It is important that any updates be done in a timely manner as the update could contain fixes for one or more system errors. Tyler | CLT reserves the right to backport certain bug fixes to the County's current version of IAS or require that the County upgrade to a newer release to obtain the required fix.

## 5.2.IAS Data Tables

The County is responsible for updating any data stored in the base system data tables, whether such updates occur through the normal course of business from user data entry, through update from some IAS batch process, or though an SQL update. Updates may be performed to the IAS data for various reasons by Tyler | CLT as requested by the County subject to Time and Materials Rates.

## 5.3.Operating System (OS) Updates

The County is responsible for obtaining update(s), notifying Tyler | CLT of the update(s), and installing update(s). IT outsourcing or the system vendor might be needed for these updates. It is the County's responsibility to contact and leverage these resources as needed. Tyler | CLT strongly recommends that the County perform a system export/backup before updating the OS.

## 5.4.Oracle Updates

The County is responsible for scheduling updates to the Oracle software in order that the County is on a version supported by Oracle. Tyler | CLT will provide assistance in performing such updates via dial-up connection during Tyler | CLT's normal business hours. On-site assistance may be obtained at Time and Materials Rates.

## *6. Legislative Changes*

During the coverage period, the Contractor will provide up to 80 base system programming hours, per State, in order to comply with State legislative changes. Fees that exceed the eighty hours (80) in the maintenance contract shall be prorated by tax parcel unit cost and the County shall be billed a prorated share of the fees which exceeded the eighty base hours. The prorated share for the County will be determined by the County's percentage of tax parcels as compared to the total tax parcels in the state from all Counties which utilize this license and need the same modification. Programming hours encompass analysis, coding, and testing of the changes. Additional legislative changes can be performed at time and materials rates.

## *7. Data Ownership*

The County owns the data stored and processed on the base system. During normal support, Tyler | CLT will be exposed to this data and will take all measures to ensure the confidentiality of the data.

## *8. Backups and Recovery*

It is the responsibility of the County to perform system (OS) and/or database (Oracle) backups.

- Tyler | CLT does not take responsibility for any backup process or emergency plans in which the County engages.
- Tyler | CLT strongly suggests that the County have a backup and recovery plan for the system and data. Tyler | CLT also recommends a safe storage for the County data (i.e., off-site storage of data tapes).

## *9. Out of Scope Items*

The following are examples of items that are not included in this Agreement. Tyler | CLT will provide such services as requested by the County. Time and Materials Rates will apply for such services. They are:

- 9.1. Resolution of problems that arise out of the County's misuse of the system.

- 9.2. Creating ad hoc reports or new IAS reports.
- 9.3. Recovery of software, operating system, or data due to a system crash or hardware failure.
- 9.4. Modification of the IAS code.
- 9.5. Modification of IAS reports.
- 9.6. Updates to IAS cost tables, tax rate tables, etc.
- 9.7. Onsite training.
- 9.8. Oracle DBA and network administration activities. Such support may be provided in an additional service level agreement.
- 9.9. Process and procedures that could otherwise be performed by a non-technical IAS user during the County's business cycle.
- 9.10. Performing the IAS upgrade on-site.
- 9.11. Errors and problems that arise out of the County's modification of the base system code.

***10. Additional Support***

No other additional support outside this Scope of Services is given unless stated in the Articles of Agreement. Additional support or services (such as those listed in Section 9) can be requested and will be billed at the Time and Materials Rates listed in Exhibit 2.

## APPENDIX B

### 2006 Time and Materials Rates

## TIME AND MATERIALS RATES

The Company's hourly Time and Materials Rates for calendar year 2006 are as follows:

	<u>Off-Site</u>	<u>On-Site</u>
Senior Company Officer	\$214.00	\$267.50
Company Officer	182.50	225.00
Program Manager	156.00	195.00
Project Supervisor	150.00	187.50
Application DBA	202.50	255.00
Lead Programmer/Analyst	145.00	180.00
Senior Programmer/Analyst	130.00	162.50
Senior Appraiser	125.00	160.00
Senior Technical Writer	112.50	140.00
Intermediate Programmer/Analyst	112.50	140.00
Technical Writer	95.00	120.00
Junior Programmer/Analyst	95.00	120.00
Appraiser	85.00	105.00
Administrative Support	65.00	82.00
Data Collector	65.00	82.00
Data Entry Supervisor	65.00	82.00
Data Entry Operator	55.00	70.00
Clerical	55.00	70.00

Travel and other out-of-pocket expenses will be billed at direct cost. The above rates are subject to change periodically, reflecting changes in labor costs, taxes, etc. The Company will notify the County of said changes in writing.

If Tyler staffing requirements are such that services must be provided using contract labor, whose cost basis is significantly above what is built into Tyler's Time and Materials rates, the T&M hourly rates for off-site work performed at Tyler offices on behalf of the County for said contractor will be computed to reflect the Company's cost plus 25%; the on-site rates for work performed at the County site will be this cost plus a 50% premium. The Company will notify the County in advance when responding to a request using contract labor whose cost will exceed the above fee schedule.

## **EXHIBIT 7 – COUNTY RESPONSIBILITIES**

### **1.0 INTRODUCTION**

The implementation process is interactive and intensive. Success requires close teamwork and consolidation of the County, Contractor (Tyler | CLT) and Akanda. This Exhibit sets forth the Project assumptions covering the interaction of the project participants, including the responsibilities of the County.

### **1.1 General Assumptions**

- 1.1.1 While Business Process Reengineering (BPR) activities are a natural outcome of decisions made during the planning, analysis and preparation of the detailed functional specification phases of the project, the Contractor's scope of effort does not include activities related to the modification of current County processes, practices, procedures or manual operations.
- 1.1.2 Should activities such as County BPR efforts affect the mutually agreed upon schedule, the change control process as described in the Agreement will apply.

### **1.2 Project Infrastructure and Logistical Assumptions**

- 1.2.1 Detail planning for each Project Phase will occur in accordance with the schedule outlined in Exhibit 1. Prior to the completion of a previous Phase the County and the Contractor will review the detail tasks to be completed for the next Phase and mutually agree to the objectives and timetable for that Phase. The detail plan for the upcoming Phase will be a component of the final deliverable for each preceding Phase.
- 1.2.2 Within the context of the mutually agreed to Project Plan, the County will make available the appropriate members of the user community to participate in system walk throughs, design review meetings, review and sign off upon acceptance, on the Detailed Functional Specifications and participation in interim and final acceptance testing.
- 1.2.3 The County will provide the technical support services as delineated in Exhibit 1.

### **1.3 Training Assumptions**

- 1.3.1 County personnel will attend applicable training as part of a mutually agreed to training plan and schedule. The Contractor will recommend training, as appropriate, for members of the project team.
- 1.3.2 Onsite training for County staff will be scheduled to occur after installation of software.

1.4 Project Environment Requirements

- 1.4.1 The County will provide a suitable project environment for the project team. This environment will include, but is not limited to: work space, computer hardware, computer access, access to the County network, dial out phone access to Contractor facilities, use of County owned software tools and reasonable access to facilities. The Contractor will not be charged for any project-related expenses incurred on site at County locations except long distance phone charges initiated by Contractor personnel.
- 1.4.2 County systems personnel will be available to work with the Contractor for adjustments to operating systems configurations and specifications during the installation and upgrade of application and data base software.
- 1.4.3 The County will assign adequate DBA resources and will assist the Contractor for normal data administration functions and activities.
- 1.4.4 The County technical staff will be available up to a full-time basis during the Detailed System Walkthrough, Operations Analysis, Solution Design and Build stages to provide data and data format information to Contractor.
- 1.4.5 The County will provide the Contractor with a mechanism to access County data on an as-needed basis and the County will ensure that all data coming from the County is reconciled and free of error to be converted.
- 1.4.6 The County will be responsible for interim and final acceptance testing of applications and in introduction of those applications to the County's production environment.

1.5 Management Responsibilities

- 1.5.1 The County and Contractor will establish executive sponsors and identify a steering committee for the project to encourage a sense of project ownership by the user community.
- 1.5.2 The County will assign a user executive sponsor who will be available to review issues and make timely decisions. The executive sponsor will be able to act on behalf of the County on all issues and will be responsible for the project from the County perspective. The County will also assign an IT executive sponsor who will coordinate the activities of this project with other County IT initiatives.
- 1.5.3 A management Steering Committee will be established and meet not less than quarterly and at major milestones to review progress and resolve issues. Contractor will be represented at all such committee meetings.

1.6 Operating Requirements

- 1.6.1 The County will make available at no cost to the Contractor, appropriate resources, such as operational knowledge of current system and data elements, excluding any confidential information, needed to transfer the County's current application and system knowledge to the Contractor Project Team.
- 1.6.2 The County and the Contractor will determine if other County resources having critical business knowledge need to be available to support the project.

1.6.3 The County is responsible for maintaining the hardware and network resources at an acceptable level of performance and readiness so as to minimize disruption to the project environment.

1.7 Technical Assumptions

- 1.7.1 Performance goals for the applications are heavily dependent on the technical architecture and hardware. The Contractor is responsible for specific tasks relating to network design, hardware capacity planning, network performance testing, etc. The Contractor will not warrant the performance of servers, network or other elements not supplied by the Contractor.
- 1.7.2 The County technical staff non-team members will be assigned as needed to act as liaison to the Contractor team when and where needed.
- 1.7.3 The County will provide adequate functional and technical team members to support the implementation efforts. The County and the Contractor will determine the actual staffing.
- 1.7.4 Intended users of this application will have basic knowledge of PC computer usage, including Microsoft Windows and other general knowledge required to perform their job duties within their Department.
- 1.7.5 The County will assign sufficient resources to the project to ensure timely completion of County project responsibilities.

Fyber Technologies, Inc.

CL1774476

3100 Kiferminster Road

Brentwood, Calif. 94513

(925) 276-4720

[mailto:fyber@fyber.com](mailto:mailto:fyber@fyber.com)

# Jefferson County, Missouri

Minutes of Agreement  
for TAG License

tyler  
*clt division*

December 2005

PLAINTIFF'S  
EXHIBIT

Articles of Agreement – Software License  
Jefferson County, Missouri

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This AGREEMENT is by and between Jefferson County, located in the State of Missouri, hereinafter referred to as "County,"

A N D

Tyler Technologies, Inc. | CLT Division, a company formed under the laws of the State of Delaware and qualified to do business in the State of Missouri, hereinafter referred to as the "Company."

W I T N E S S E T H

WHEREAS, the County has determined that it is necessary, expedient and in the best interest of the County to retain Company to provide software required for a computerized Property Tax Software System, hereinafter referred to as the "System;" and

WHEREAS, the County has investigated software available in the marketplace; and

WHEREAS, the Company submitted a proposal, including scope of services and price, and made presentations to the County;

WHEREAS, this Agreement is the result of competitive negotiation procedures instituted by the County, and

**W I T N E S S E T H:** for and in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

**1. SERVICES TO BE PROVIDED**

The Company will provide to the County a perpetual right to use license for the Integrated Assessment System (IAS) and *iasWorld* software modules specified in Article 4.

**2. CONTRACT DOCUMENTS**

This Agreement comprises the contract documents for the IAS and *iasWorld* License only.

**3. PERIOD OF AGREEMENT**

This Agreement shall run from contract signing in perpetuity.

The base software will be delivered to the County within ten (10) days of contract signing.

**4. COMPENSATION**

As compensation for providing the IAS Software License, the County shall pay the Company as follows:

1. *IAS License.* The County shall pay the Company a fee of THREE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$319,750.00) for the *IAS License*. The Company will invoice the County for the IAS License in accordance with Article 4, Paragraph 6.

This license is based upon the County's prevailing population of 210,387 and total parcel count of 130,000, and is for the following IAS modules:

Computer Assisted Mass Appraisal (CAMA)  
Assessment Administration (AA)  
Tax Billing & Collection (TB&C)  
Delinquent Tax (DQ)  
Personal Property (PP)  
Inquiry & Appeals Tracking  
Conveyance  
*iMaintain*

2. *iasWorld iEnable License.* The County shall pay the Company a fee of SEVENTEEN THOUSAND DOLLARS (\$17,000.00) for the *iasWorld iEnable License*. The Company will invoice the County for the *iasWorld iEnable* license in accordance with Article 4, Paragraph 6.

Articles of Agreement – Software License  
Jefferson County, Missouri

3. *Landisc™ License.* The County shall pay the Company a fee of TWENTY-NINE THOUSAND DOLLARS (\$29,000.00) for the *Landisc™* software license. The Company will invoice the County for the *Landisc™* license in accordance with Article 4, Paragraph 6.

4. *Oracle® License.* The County shall pay the Company a fee of FOURTEEN THOUSAND SEVEN HUNDRED THIRTY-FIVE DOLLARS (\$14,735.00) for the *Oracle* software license. This license is for the following:

**Production Server:** Oracle® RDBMS Standard Edition License running on a two (2) processor server with an unlimited number of named users and four (4) Discoverer seats.

**Test Server:** Oracle® RDBMS Standard Edition License running on a two (2) processor server with ten (10) named users and one (1) Discoverer seat.

5. *Total Compensation.* The total amount for the licenses listed in Article 4, Paragraphs 1-3 is THREE HUNDRED EIGHTY THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS (\$380,485.00).

6. *Payment.* Payment for the licenses listed in Article 4, Paragraphs 1-4 shall be according to the following:

\$380,485.00 will be invoiced upon the signing of this agreement.

5. **INDEPENDENT CONTRACTOR**

The relationship of the Company to the County shall be that of an independent contractor and no principal-agent or employer-employee relationship is created by this Agreement.

6. **LICENSING**

The Company shall meet any and all federal, state and local licensing and/or regulatory requirements applicable to the provision of services as described herein whether specifically mentioned or not. The Company shall be responsible for any and all costs associated with licensing and/or permits that may be required in conjunction with this Agreement.

7.

INDEMNIFICATION AND INSURANCE

Except as provided below, the Company agrees to defend and save harmless the County, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the Company, its agents, or employees and with respect to the degree to which the County is free from negligence on the part of itself, its employees and agents.

The County agrees to defend and indemnify and save harmless the Company, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation disputes, or challenges to the methodology employed under this Agreement brought or recovered against it, whether based in contract, negligence or otherwise.

Neither party shall be liable to the other for consequential, indirect or incidental damages, including, but not limited to, loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, strict liability or otherwise.

In any event, the Company's liability for damages (except for damage to real or personal property or personal injury as provided above) under any theory of liability or form of action including negligence shall not exceed the total amount paid by the County to the Company under this Agreement.

The Company shall carry Public Liability Insurance in the amount of \$1,000,000 including protection for bodily injury and property damage with a combined single limit of \$1,000,000 and \$500,000 for each occurrence.

The Company shall also maintain Automobile Liability Insurance providing limits of \$1,000,000 per occurrence, and the Company shall provide Workers' Compensation Insurance. The Workers' Compensation Insurance shall provide coverage under the Compensation Act of Missouri and shall provide employer's liability insurance in the amount of \$100,000.

Upon the request by the Jurisdiction, Certificates of Insurance shall be supplied to the Jurisdiction by the Company detailing the above coverage. A carrier authorized to do business within the State of Missouri will issue these certificates.

**8. FORCE MAJEURE**

Neither party shall be liable to the other for any loss, damage, failure, delay or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay or breach results from any cause or event beyond the control of the party being released hereby ("Force Majeure"), including but not limited to acts of God, acts or omissions of civil or military authorities (acting in their sovereign, but not in their contractual, capacity), floods, torrential rainfall, other severe or unusual weather or climatic conditions, which would exist for a substantial period of time and would have an affect so as to substantially impair the completion deadline, epidemics, quarantines, other medical restrictions or emergencies, defects or failures in equipment or materials owned or supplied by the other party, strikes or other labor actions, embargoes, wars, civil disobedience, riots, terrorism, or of governmental rationing of fuel and/or power which would result in a severe shortage thereof, which would substantially impair the proposed completion deadline.

If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

**9. EMPLOYMENT LAWS**

The Company shall comply with all the applicable provisions of Federal and Missouri laws, rules, and regulations regarding employment and shall further specifically comply with those sections related to Equal Employment Opportunity.

The Contractor agrees to both of the following:

- (1) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;
- (2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of

proceedings, that such infringement did not arise as a result of any action of the County covered under (c.) below, then the Company shall pay all costs incurred by the County in defending such claim, including reasonable attorneys' fees.

- b. The Company, at its option, may obtain for the County the right to continue using or to replace or modify the equipment or Licensed Software involved so it becomes non-infringing; or if such remedies are not reasonably available, grant the County a refund, based on the County's net book value, for the equipment or Licensed Software provided pursuant to this Agreement and accept the return of the infringing product.
- c. The Company shall have no obligation under this Section if the alleged infringement or violation is based upon the use of the Software in combination with other hardware or software (other than as installed by the Company) including tailoring, customizing, modifications or enhancements provided by the Company to conform to the Requirements and Specification Validation or from modifications, enhancements or changes not provided by the Company.

THIS ARTICLE STATES THE ENTIRE LIABILITY OF THE COMPANY FOR PATENT OR COPYRIGHT PROTECTION INFRINGEMENT BY THE LICENSED SOFTWARE OR THE EQUIPMENT OR ANY PORTIONS THEREOF.

## 15. SOFTWARE OWNERSHIP

The software to be provided in accordance with this Agreement is proprietary and is provided for the exclusive use of the County and the County is granted a perpetual license to the software described in this Agreement. The County cannot provide the software to a third party or parties without the prior written approval of the Company.

## 16. SOFTWARE WARRANTY

### (a) Warranty Support

The Company warrants that its software, when operated on the hardware specified in the Company's proposal, and as long as the County is maintaining a valid support agreement, will perform the functions described in the IAS Baseline Description, included in the Company's proposal.

(b) County Modifications

The County shall inform the Company in writing of any change to or modification of any of the Company's software which it desires to make.

(c) County Negligence

At any time during the Period of Agreement the Company shall not be required to correct any defects in any of the Company software caused by the County's negligence, improper installation or operation of the Company's software, or other improper action by the County operating the Company's software.

(d) Disclaimer

The Company shall have no liability under the warranty except the correction or avoidance of defects. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES RELATING TO THE SOFTWARE, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF TITLE, OPERATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. THE COMPANY EXPRESSLY DISCLAIMS AND EXCLUDES ANY SUCH OTHER REPRESENTATIONS AND WARRANTIES. CORRECTION OF DEFECTS BY THE COMPANY SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES TO THE COUNTY IN RESPECT OF ANY DEFECTS IN THE SOFTWARE, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, LOSS OF BUSINESS, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER. REGARDLESS OF ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY, THE COMPANY WARRANTS AND GUARANTEES THE TITLE TO AND THE OWNERSHIP OF ALL MATERIAL AND PROPERTY, INCLUDING A NON-TRANSFERRABLE AND NON-EXCLUSIVE LICENSE TO USE IT'S PROPRIETARY SOFTWARE, FURNISHED BY THE COMPANY TO THE COUNTY UNDER THE TERMS HEREOF, AND WARRANTS THAT IT IS CAPABLE OF AND SUFFICIENT TO ACCOMPLISH THE TASKS FOR WHICH IT IS SUPPLIED.

Articles of Agreement – Software License  
Jefferson County, Missouri

17. **TERMINATION**

Should the parties not reach an agreement on the implementation of this software within sixty (60) days from the signing of this agreement, this agreement will be terminated, the County will return to the Company the software, and the Company will return to the County the money paid under this agreement.

Articles of Agreement – Software License  
Jefferson County, Missouri

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates of this  
Agreement this 20 day of December, 2005.

JEFFERSON COUNTY, MISSOURI

BY: Mark D Martens

Witness

BY: Edward Z. Rump

Witness

BY: Patrick J. Gammie  
V C V

Witness

TYLER TECHNOLOGIES, INC.  
CLT Division

BY: John R. Baker  
John R. Baker  
Sales Support Manager

Witness

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

*Dorothy Stafford*

COUNTY AUDITOR

APPROVED AS TO FORM

*Mark B. Ford*

COUNTY COUNSELOR

# Jefferson County, Missouri

## Amendment #1 to the Articles of Agreement for iasWorld Licenses

tyler  
*clt division*

November 2006



**Jefferson County, Missouri**

**iasWorld Licenses  
Contract Change Order (C/O) # 1**

Contract No.:	P.O. No.:	N/A
C/O No.: 1	Date Prepared: November 21, 2006	
CONTRACTOR:	TYLER   CLT Gus Tenhundfeld Sales Support	JEFFERSON COUNTY Ms. Beth Mahn Collector (636)797-5406
Phone:	800-800-2581	

C/O Prepared By: **Gus Tenhundfeld** PO Adjustment No.: **N/A**

Original Contract Term: **This license agreement has no end date, the County owns the licenses into perpetuity.**

Original Total Contract Price: **\$380,485.00 (no change)**

Contract Total Before this C/O  
Adjustment This C/O **\$380,485.00 (no change)**  
**\$0.00**

Adjusted Contract Total **\$380,485.00 (no change)**

Completion Date Before C/O: **None**  
Revised Completion Date: **None**

---

**Description of the Change, Cost Impact and Master Schedule Impact:**

This Amendment#1 shall serve to clarify the Oracle licenses purchased by the County as part of the Articles of Agreement – Software License, signed and dated on December 20, 2005.

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AMENDMENT 1 TO THE AGREEMENT FOR  
SOFTWARE LICENSES  
BETWEEN  
TYLER TECHNOLOGIES, INC. | CLT DIVISION  
AND  
JEFFERSON COUNTY, MISSOURI

THIS AGREEMENT is made by and between the County of Jefferson, a political subdivision of the State of Missouri, hereinafter referred to as the "County," and Tyler Technologies, Inc. | CLT Division, a company formed under the laws of the State of Delaware, and authorized to do business in the State of Missouri, hereinafter referred to as the "Company," with offices located at 3199 Klepinger Road, Dayton, Ohio, 45406.

WHEREAS, the County has previously entered into an agreement with the Company for software licenses dated December 20, 2005; and

WHEREAS, Company and County desire to amend the Agreement,

NOW THEREFORE, the following amended terms and conditions shall apply to the Agreement:

1. **ARTICLE 4. COMPENSATION** *shall be amended as follows:*

**Paragraph 4. Oracle® License** is hereby struck and replaced in its entirety with the following:

4. **Oracle® License.** The County shall pay the Company a fee of FOURTEEN THOUSAND SEVEN HUNDRED THIRTY-FIVE DOLLARS (\$14,735.00) for the *Oracle®* software license. This license is for the following:

ORACLE® Application Products and Licenses

A. The following "Application Specific Full Use" Oracle licenses are included as part of this Agreement, if acquired by the County through the Company, and will be used exclusively with the iasWorld software:

- Production Database Server: the production server is a four (4) processor server. The Oracle license for the production server is a Seventy (70) Named User, Standard Edition (SE) license for the iasWorld database on the production server.
- Test Database Server: the test server is a two (2) processor server. The Oracle license for the test server is a Ten (10)

Named User, Standard Edition One (SEO) license for the *iasWorld* database on the test server.

- Discoverer Desktop: a total of **four (4)** seats.
- Internet Developer Suite: a total of **one (1)** seat.

B. At any time during this Agreement, the County must notify the Company in advance, with any changes they wish to make to the *iasWorld* database server (s) or the maximum number of Oracle users (in the case of a Named User license metric). Changes may result in additional fees not included in this Agreement.

C. The County shall have the right to duplicate the Application Specific Full Use license program(s) for backup or archival purposes and to transfer to a backup computer in the event of computer malfunction. The County shall not make the programs available on any time-sharing or other rental agreements. The County shall not transfer its rights under this Sublicense Agreement without the permission of the Company.

D. For purposes of the following terms and conditions, 'programs' refers to the Oracle software, and the term 'end-user' refers to the County. The County agrees to adhere to the following terms and conditions as part of this Sublicense Agreement:

- (1) to restrict use of the programs to the scope of the application package and to the business operations of the end user;
- (2) to prohibit (a) the end user from assigning, giving or transferring the programs and/or any services ordered or an interest to another individual or entity (and if your end user grants a security interest in the programs and/or any services, the secured party has no right to use or transfer the programs and/or any services); (b) timesharing, subscription services, or rental use of the programs; and (c) title to the programs from passing to the end user or any other party;
- (3) to prohibit the reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs and prohibit duplication of the programs except for a sufficient number of copies of each program for the end user's licensed use and one copy of each program media;
- (4) to disclaim, to the extent permitted by applicable law, Oracle's liability for any damages, whether direct, indirect, incidental, or consequential, arising from the use of the programs;

- (5) to require the end user, at the termination of the agreement, to discontinue use and destroy or return to you all copies of the programs and documentation;
- (6) to prohibit publication of any results of benchmark tests run on the program;
- (7) to require the end user to comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws;
- (8) to not require Oracle to perform any obligations or incur any liability not previously agreed to between you and Oracle;
- (9) to permit the Company or Oracle to audit your end user's use of the programs and reports such use to Oracle or to assign your right to audit the end user's use of the programs to Oracle;
- (10) to designate Oracle as a third party beneficiary of the end user license agreement;
- (11) to exclude the application of the Uniform Computer Information Transactions Act; and
- (12) to acknowledge that some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the end user license agreement.

The County is permitted to allow agents or contractors to use the programs on their behalf for the purposes set forth in the end user license agreement, subject to the terms of such agreement, provided that such end users are responsible for such agents' and contractors' compliance with the end user license agreement in such use. The County shall be financially responsible for all claims and damages to Oracle caused by your failure to monitor any such agents and contractors that do not comply with these stated terms and conditions. Oracle is a third party beneficiary of this end user license agreement, but does not assume any of your obligations thereunder.

#### **Warranties, Disclaimers and Exclusive Remedies**

Oracle warrants that a program will substantially operate in all material respects as described in the applicable program documentation for one year after delivery. You must notify Oracle of any program warranty deficiency within one year after delivery. Oracle also warrants that services ordered will be provided in a manner consistent with industry standards. You must notify Oracle of any services warranty deficiency within 90 days from performance of the service described in the order with Oracle.

Amendment I – fasWorld Licenses  
Jefferson County, Missouri

ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE, AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES.

2. All other terms and conditions of the original referenced Agreement will remain in effect and in full force and are incorporated herein by reference.

Amendment 1 – *iasWorld Licenses*  
Jefferson County, Missouri

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates of this  
Agreement this 13<sup>th</sup> day of December, 2006.

JEFFERSON COUNTY, MISSOURI

BY: Randy Holman

BY: Beth Mahan

BY: Mark A. Mertens, Pre-Econ.

TYLER TECHNOLOGIES, INC.  
CLT Division

Denise L. Tresna  
Witness

BY: Matthew A. Tenhundfeld  
Matthew A. Tenhundfeld  
Sales Support

# Jefferson County, Missouri

## Amendment #3 to the Articles of Agreement for iasWorld Implementation

**tyler**  
*clt division*

November 2006



**Jefferson County, MO**

**iasWorld Implementation  
Contract Change Order (C/O) # 3**

C/O No.: 3	Date Prepared: November 1, 2006
CONTRACTOR:	JEFFERSON COUNTY
	Ms. Beth Mahn
	Collector
Phone: ..	(636) 797-5406
C/O Prepared By: G. Tenhundfeld	PO Adjustment No.: N/A
Original Contract Term:	455 Business Days or November 13, 2007
Original Total Contract Price:	\$743,650.00
Contract Total Before this C/O Adjustment This C/O	\$743,650.00 \$0.00
Adjusted Contract Total	\$743,650.00
Completion Date Before C/O: Revised Completion Date:	455 Business Days or November 13, 2007 No Change

**Description of the Change, Cost Impact and Master Schedule Impact:**

The Company will provide to the County seven hundred two (702) modification hours. There is no change to the contract price as a result of this amendment.

This Amendment #3 replaces Amendment #2 (dated July 6, 2006) which was never executed by both parties.

AMENDMENT 3 TO THE AGREEMENT FOR SOFTWARE  
AND  
PROFESSIONAL SERVICES  
BETWEEN  
TYLER TECHNOLOGIES, INC. | CLT DIVISION  
AND  
JEFFERSON COUNTY, MISSOURI

THIS AGREEMENT is made by and between the County of Jefferson, a political subdivision of the State of Missouri, hereinafter referred to as the "County," and Tyler Technologies, Inc. | CLT Division, a company formed under the laws of the State of Delaware, and authorized to do business in the State of Missouri, hereinafter referred to as the "Contractor," with offices located at 3199 Klepinger Road, Dayton, Ohio, 45406.

**WHEREAS**, the County has previously entered into an agreement with the Contractor for software and professional services, dated January 31, 2006 and amended on June 21, 2006; and

**WHEREAS**, Contractor and County desire to amend the Agreement,

**NOW THEREFORE**, the following amended terms and conditions shall apply to the Agreement:

1. **Exhibit 1. SCOPE OF WORK, Site Specific Modifications to be made to Base System by Contractor**, paragraph 1 *shall be replaced as follows:*

"The Contractor and the County will identify candidate *iasWorld* modifications, including interfaces to other systems, as a result of the Gap/Fit Analysis. The Contractor will produce an estimate of the development effort in hours for each candidate change. The County will review the list of changes and direct the Contractor as to which changes the County wants made. The Contractor has included seven hundred two (702) hours for these requested changes. The County will only pay for the actual hours used by the Contractor to complete the requested changes, and hours in excess of the seven hundred two (702) included in this section will be billed at the Contractor's prevailing Time and Materials Rates."

2. All other terms and conditions of the original referenced Agreement and Amendment #1 will remain in effect and in full force and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates of this Agreement  
this 22nd day of November, 2006.

**JEFFERSON COUNTY, MISSOURI**

BY: Barry Holm

BY: Beth Dahn

BY: Mark A. Matias

**TYLER TECHNOLOGIES, INC.**

**CLT Division**

BY: Matthew A. Tenhundfeld  
Matthew A. Tenhundfeld  
Sales Support

Lawrence J. Barnes  
Witness



Tyler Technologies, Inc.

TECHNOLOGIES

CLT Appraisal & Tax Solutions

3199 Klesinger Road

Dayton, OH 45406

(419) 800.2581

(513) 937.278.3711

[www.tylertech.com](http://www.tylertech.com)

Confidential - For Contract Extension Purposes Only

September 17, 2008

Ms. Beth Mann, Collector  
Mr. Randy B. Holman, Assessor  
Jefferson County Administration Center  
P. O. Box 100  
729 Maple Street  
Hillsboro, Missouri 63050

Dear Beth and Randy:

Thank you for your time on our phone call yesterday. Pursuant to your request, this letter summarizes my proposal for Tyler to provide iasWorld application maintenance services and data reconversion services to the County.

Application Maintenance

The cost for twelve (12) months of application maintenance based on our existing contract is \$130,170. I propose the County make the first maintenance payment to Tyler on or about January 1, 2009 for maintenance coverage between now through December 31, 2009. During this period of time, the County will receive two benefits for this cost. The first is that we will continue to be responsive to any application issues reported to us by the County that surface as a result of the County's testing and operation of the system. Second, the County will benefit from the continued investment we make in the application to keep it current with technical standards, and will further be entitled to all new versions of the product that we release during this period.

Reconversion

Our estimate of cost to perform the reconversion and related services is \$164,000, which includes both labor and travel expenses. I propose that we split this cost resulting in the County paying Tyler \$82,000, payable in two (2) equal installments of \$41,000 with the first due upon the go-live date and the second due within 60 days of go-live. The new go-live date is to be determined by Tyler and Jefferson County with sensitivity to Jefferson's business calendar and Tyler's availability of staff, and to occur no later than June 30, 2009.

Thank you again for your time yesterday and I'm happy to discuss any parts of this proposal with you at your convenience.

Sincerely,

Andrew D. Teed  
President  
CLT Appraisal & Tax Solutions

cc: H. Lynn Moore, EVP and General Counsel



FILED  
IN THE CIRCUIT COURT OF THE 23<sup>RD</sup> JUDICIAL CIRCUIT  
OF MISSOURI AT HILLSBORO, JEFFERSON COUNTY, MISSOURI  
MAR 29 2009

THE COUNTY OF JEFFERSON, MISSOURI )  
% Ms. Beth Mahn, Collector )  
Jefferson County Administration Center)  
729 Maple Street )  
Hillsboro, MO 63050 )  
)  
Plaintiff, )  
) Cause No.  
v. )  
) Division:  
TYLER TECHNOLOGIES, INC. )  
Serve: Registered Agent )  
Capital Corporate Services, Inc. )  
222 E. Dunklin, Suite 102 )  
Jefferson City, MO 65101. ) (Jury Trial Demanded)  
)  
Defendants. )

HOWARD WAGNER  
CIRCUIT CLERK

PETITION FOR BREACH OF CONTRACT

COMES NOW the County of Jefferson, Missouri, and for its cause of action for breach of contract against Defendant, Tyler Technologies, Inc., states as follows:

1. The Plaintiff, the County of Jefferson, Missouri, hereinafter the "County," is a political subdivision of the State of Missouri.
2. Defendant, Tyler Technologies, Inc., hereinafter "Tyler," is a corporation formed under the laws of the State of Delaware and is authorized to do business in the State of Missouri. Tyler's principle offices are located at 3199 Klepinger Road, Dayton, OH 45406.
3. In 2005, the County, and particularly the County Collector and County Assessor, determined that the County's computer system for assessing tax value of real and personal property in Jefferson County, and for billing and collecting real and personal property taxes in Jefferson County, was, after more than 20 years, incapable of performing those functions in the